

Attachment 4.A.3

SERVICE: OFFICIAL COMMUNICATIONS SERVICES

The following provisions will apply to Official Communications Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of those functions performed by Seller's Official Communications group as more specifically described in individual Pricing Addenda hereafter attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedules set forth in individual Pricing Addenda attached hereto from time to time and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from January 1, 1997 to December 31, 1997, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Karl M. Suarez

Title: VP Business Planning & CFO

Date: 4/9/97

SELLER:

Southwestern Bell Telephone Company ¹²⁰

By: [Signature]

Title: Dir. Mercedes State Regulatory
and Public Affairs

Date: 3/27/97

OFFICIAL COMMUNICATIONS
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 017 will be as follows:

1. Conference Services (5)	
Clerical support	\$ 36.00/call \$ 50.00/hour
2. LAN Applications (7)	
ABC Flowcharter	\$ 3.75/mo./user
ADSTAR	\$ 3.45/mo./user
CorelDraw	\$ 3.45/mo./user
Disk Space	\$ 3.45/mo./user
Excel	\$ 3.45/mo./user
File Services	\$ 4.17/mo./user
Harvard Graphics	\$ 3.75/mo./user
Mail	\$ 8.33/mo./user
Microsoft Access	\$ 3.45/mo./user
Network Printer Queue	\$16.67/mo./user
PHONE	\$ 3.45/mo./user
Powerpoint	\$ 3.45/mo./user
Project	\$ 3.45/mo./user
Quattro Pro	\$ 3.45/mo./user
Quickmail	\$ 5.00/mo./user
Schedule+	\$ 3.45/mo./user
SQLDatabase	\$ 3.45/mo./user
Word	\$ 3.45/mo./user
Workperfect	\$ 3.45/mo./user
Lotus Notes	\$36.17/mo./user
X-Gateway	\$50.00/mo./user
Administrative Support	\$110.00/hour
3. PC Acquisition Service (13)	
Clerical	\$ 60.00/hour
First level	\$115.00/hour
Second level	\$132.00/hour

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller Coordinator: Process Specialist-Information Services
(5) Southwestern Bell Telephone Company
One Bell Center, Room 6-D-7
St. Louis, Missouri 63101

Seller Coordinator: Function Manager-Information Services
(7) Southwestern Bell Telephone Company
One Bell Center, Room 24-X-7
St. Louis, Missouri 63101

Seller Coordinator: Function Manager-Information Services
(13) Southwestern Bell Telephone Company
One Bell Center, Room 24-X-6
St. Louis, Missouri 63101

BUYER: 

SELLER: 

DATE: 8/6/97

DATE: 7/8/97

(5) For billing purposes, the identification number will be 300-017-005.

(7) For billing purposes, the identification number will be 300-017-007.

(13) For billing purposes, the identification number will be 300-017-013.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.4

SERVICE: REAL ESTATE MANAGEMENT

The following provisions will apply to Real Estate Management Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of lease administration; architectural planning, design and construction; floor space planning; furniture inventory; furniture leasing (as described in Appendix I attached hereto and by this reference made a part hereof) and floor space leasing.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedules set forth in individual Pricing Addenda attached hereto from time to time and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from March 1, 1996, to December 31, 1996, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: 

Title: Pres. and CEO, SBGS

Date: 3/4/96

SELLER:

Southwestern Bell Telephone Company *pt*

By: 

Title: Vice President-Revenue
and Public Affairs

Date: 2/23/96

REAL ESTATE MANAGEMENT
PRICING ADDENDUM
1997

1. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 025 will be as follows:

a. Lease administration (1)	
Second level	\$125.00/hr.
First level	\$100.00/hr.
b. Planning, Design and Construction (2)	
Division	\$275.00/hr.
Third level	\$175.00/hr.
Second level	\$125.00/hr.
First level	\$100.00/hr.
c. Floor Space Planning (3)	
Second level	\$125.00/hr.
First level	\$100.00/hr.
d. Furniture Inventory (4)	
First level	\$100.00/hr.
e. Texas Conference Rooms (65)	
Small meeting room	\$ 65.00/meeting
Medium meeting room	\$150.00/meeting
Large meeting room/Auditorium	\$225.00/meeting
Audio/Visual Equipment:	
Video/Data Projector	\$300.00/meeting
Overhead Projector	\$ 27.00/meeting
Paper Flipchart	\$ 25.00/meeting
VCR	\$ 50.00/meeting

2. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Manager-Real Estate Management
Southwestern Bell Telephone Company
One Bell Plaza, Room 3651
Dallas, Texas 75202

BUYER: Vanth Zyls SELLER: Janice Dwyer
DATE: 11/12/96 DATE: 11/11/96

- (1) For billing purposes, the identification number will be 300-025-001.
- (2) For billing purposes, the identification number will be 300-025-002.
- (3) For billing purposes, the identification number will be 300-025-003.
- (4) For billing purposes, the identification number will be 300-025-004.
- (65) For billing purposes, the identification number will be 300-025-065.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.5

SERVICE: TEMPORARY LABOR SERVICES

The following provisions will apply to Temporary Labor Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will include the provision of temporary labor support to Buyer upon request, provided Seller has personnel available to perform such Services. Seller, in its sole discretion, will determine which of its employees to provide in response to a particular request.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedules set forth in the individual Pricing Addenda attached hereto from time to time and by this reference made a part hereof.


Section 3. TERM

This Schedule will cover the period from January 1, 1996 to December 31, 1996, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: 

Title: President and CEO

Date: 2-21-96

SELLER:

Southwestern Bell Telephone Company 

By: 

Title: Vice President-Revenue
and Public Affairs

Date: 1/18/96

TEMPORARY SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services provided by Seller pursuant to this Schedule 026 will be as follows: (1)

Long Distance General Administrative Support:

Third level RC:

S010	\$180.00/hour
S011	\$180.00/hour
SC03	\$145.00/hour
SC30	\$120.00/hour

Second level RC:

S010	\$145.00/hour
S011	\$145.00/hour
S030	\$130.00/hour
S041	\$100.00/hour
S111	\$135.00/hour
S112	\$135.00/hour
SC03	\$120.00/hour
SC40	\$100.00/hour
SW10	\$110.00/hour
SW12	\$110.00/hour

First level RC:

S030	\$112.00/hour
S041	\$ 95.00/hour
S111	\$208.00/hour
S112	\$208.00/hour
SC03	\$110.00/hour
SC40	\$ 85.00/hour
SN15	\$ 90.00/hour
SW12	\$105.00/hour
SW13	\$105.00/hour

Secretary/Assistant

S010	\$125.00/hour
S112	\$155.00/hour

Clerical

S010 S2	\$ 90.00/hour
S030 SS2	\$ 80.00/hour

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

TEMPORARY SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services provided by Seller pursuant to this Schedule 026 will be as follows: (1)

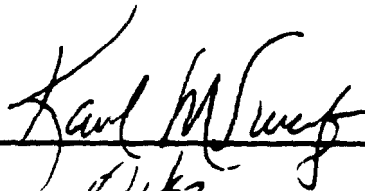
Bellcore Maintenance \$ 173,650.00/quarter

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

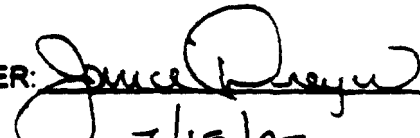
Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Manager-Affiliate Services
Southwestern Bell Telephone Company
One Bell Center, Room 38-U-5
St. Louis, Missouri 63101

BUYER:



SELLER:



DATE:

8/1/97

DATE:

7/18/97

(1) For billing purposes, the identification number will be 300-026-323.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

TEMPORARY SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services provided by Seller pursuant to this Schedule 026 will be as follows: (1)

Accounting Payroll support:

S010 6th level	\$ 345.00/hour
SC20 Communications Consultant	\$ 90.00/hour

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Manager-Affiliate Services
Southwestern Bell Telephone Company
One Bell Center, Room 38-U-5
St. Louis, Missouri 63101

BUYER: Karl M. Sump

SELLER: Jamie Dyer

DATE: 7/1/97

DATE: 6/27/97

- (1) For billing purposes, the identification number will be 300-026-333.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

TEMPORARY SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services provided by Seller pursuant to this Schedule 026 will be as follows: (1)

Budget Analysis Support:
Fourth level

\$225.00/hour

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Manager-Affiliate Services
Southwestern Bell Telephone Company
One Bell Center, Room 38-U-5
St. Louis, Missouri 63101

BUYER:

Karl M. Smith

SELLER:

Janice Dreyer

DATE:

4/22/97

DATE:

3/18/97

(1) For billing purposes, the identification number will be 300-026-342.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

TEMPORARY SERVICES
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for the Services provided by Seller pursuant to this Schedule 026 will be as follows: (1)

Clerical support

\$ 95.00/hour

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Manager-Affiliate Services
Southwestern Bell Telephone Company
One Bell Center, Room 38-U-5
St. Louis, Missouri 63101

BUYER: Karl A. Smith

SELLER: J. Mice Dwyer

DATE: 7/10/97

DATE: 6/27/97

(1) For billing purposes, the identification number will be 300-026-356.

Invoices will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.6

SERVICE INTERLATA COMMUNICATIONS

The following provisions will apply to InterLATA Communications Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of:

- a. Providing interLATA communications facilities for the purposes of originating voice and/or data messages via the Southwestern Electronic Tandem Network ("SWETN").
- b. Administrative services associated with the provision of interLATA services include, but are not limited to, processing facility restriction level changes, authorization code changes, providing instructional material for Buyer's authorized users, and all other functions performed via Seller's Customer Administration Center ("CAC") and Corporate Communication Circuit Management Group.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedules set forth in individual Pricing Addenda attached hereto from time to time and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from August 11, 1995, to December 31, 1995, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Virginia L. Varn

Title: President and CEO

Date: 9-27-95

SELLER:

Southwestern Bell Telephone Company

By: D.T. Hubbard

Title: Vice President-Revenue
and Public Affairs

Date: 9/16/95

INTERLATA COMMUNICATIONS
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 037 will be as follows:

Southwestern Electronic Tandem Network (SWETN) Message Charge (1)

Domestic	\$.075 per minute of use
International	\$1.50 per minute of use

Access lines/trunks to SWETN from Buyer's location will be charged at tariff equivalent rates, including appropriate service order issuance charges.

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins, Suite 220
Richardson, TX 75080

Seller: Process Specialist-Information Services
Southwestern Bell Telephone Company
Four Bell Plaza, Suite 1500
Dallas, TX 75202

BUYER: Van H. [Signature] SELLER: Janice [Signature]
DATE: 11/13/96 DATE: 11/1/96

(1) For billing purposes, the identification number will be 300-037-001.

Invoices will be due and payable net 30 days from the invoice date. All late payments will be subject to a charge of 1.50% per month on the unpaid balance.

Attachment 4.A.7

SERVICE: PURCHASING AND CONTRACTING

The following provisions will apply to Purchasing and Contracting Services (the "Services") furnished to Buyer by Seller pursuant to this Schedule and the General Services Agreement (the "Agreement") to which it is attached and of which it forms a part:

Section 1. SCOPE OF SERVICES

Services covered under this Schedule will consist of those functions performed by Seller's Purchasing and Contracting group as more specifically described in individual Pricing Addenda hereafter attached hereto.

Section 2. PRICE

Buyer agrees to pay for the Services provided by Seller in accordance with the fee schedule set forth in the Pricing Addendum attached hereto and by this reference made a part hereof.

Section 3. TERM

This Schedule will cover the period from August 11, 1995 to December 31, 1995, and will continue thereafter until canceled in writing by either party, as provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed, in duplicate, by their duly authorized representatives as of the dates set forth below.

BUYER:

Southwestern Bell Communications
Services, Inc.

By: Virginia L. Vance

Title: President and CEO

Date: 9-27-95

SELLER:

Southwestern Bell Telephone Company

By: D. T. Hubbard

Title: Vice President-Revenue
and Public Affairs

Date: 9/16/95

PURCHASING AND CONTRACTING
PRICING ADDENDUM
1997

- a. The fees to be paid by Buyer for Services provided by Seller pursuant to this Schedule 039 will be as follows:

1. Line Item Entry (1) \$10.00/line item

Labor hours expended by Seller on behalf of Buyer in performing purchasing functions not contemplated in the line item rate will be chargeable in accordance with (2.) below.

2. Contract Negotiation: (2)

Buyer Associate	\$ 52.00/hr.
First level	\$ 77.00/hr.
Second level	\$100.00/hr.

3. Stock forms (3)(15) \$ 11.00/code
\$ 12.83/line item
Emergency order \$250.00/request

- a. Services provided under (3.) shall include the processing of purchase requisitions for forms which are stocked in the Materials Distribution Center.
b. Seller shall not accept any claims from Buyer for stock forms valued at less than \$50.
c. Seller shall not issue credit for returns from Buyer for stock forms ordered in error by Buyer.
d. Stock forms line item charge includes outbound transportation charges.

4. Consultation: (4)

Clerical	\$ 54.00/hr.
Supplies Attendant	\$ 60.00/hr.
First level	\$ 82.00/hr.
Second level	\$108.00/hr.
Third level	\$118.00/hr.
Fourth level	\$122.00/hr.
Sixth level	\$225.00/hr.

5. Commercial Print consultation:(12)

First level	\$82.00/hr.
Clerical	\$55.00/hr.

6. Media Services:

1651 North Collins, Richardson, TX (039) \$240.00/month

- b. Coordinators for the Services to be provided pursuant hereto will be as follows:

Buyer: Corporate Manager-Contracts & Affiliates
Southwestern Bell Communications Services, Inc.
1651 North Collins
Richardson, TX 75080